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State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
ROBERT E. HUGHEY, COMMISSIONER
CN 402
TRENTON, N.J. 08625
609-292-2885

233844



IN THE MATTER OF
CIBA-GEIGY CORPORATION

:
:
:

ADMINISTRATIVE
CONSENT ORDER

The following FINDINGS are made and ORDER is issued pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection (hereinafter, the "Department") by N.J.S.A. 13:1D-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq.

FINDINGS

1. At the present time, CIBA-GEIGY Corporation (hereinafter, the "Company") owns and operates a facility known as the Toms River Plant, located on Lots 6, 84 and 124, Block 411, in the Township of Dover, County of Ocean, State of New Jersey (hereinafter, the "Site").

2. In the early 1950's, chemical manufacturing operations were commenced at the Site. At various times from that date until 1970 certain of the Company's predecessors in interest became involved in such chemical manufacturing operations at the Site, either directly or through shareholding interests in other entities.

These predecessors included Ciba Corporation and Geigy Chemical Corporation, as well as other unrelated entities.

3. Operations at the Site during these years produced vat dyestuffs and epoxy resins, as well as an array of other products.

4. As of January, 1970, operations at the Site were being conducted by Toms River Chemical Corporation (hereinafter "TRC"). TRC was wholly owned by three partners: Ciba Corporation, Geigy Chemical Corporation, and Sandoz Limited (or one of its affiliates). On October 21, 1970, Ciba Corporation and Geigy Chemical Corporation merged to become the Company.

5. On November 1, 1981, Sandoz Limited (or its affiliate) sold its interest in TRC to CIBA-GEIGY Limited, of Basel, Switzerland, which thereupon transferred such shares to the Company. On November 2, 1981, TRC was merged into the Company in a corporate merger in accordance with the laws of the states of New York and Delaware, and by virtue of such merger, the Company is now the owner and operator of the Site and is the successor in interest to TRC.

6. The Company currently produces organic dyes, epoxy resins and other products at the Site.

7. On October 11, 1977, the Department issued a one-year certificate for the operation of a non-hazardous solid waste disposal facility (the "Landfill") by TRC at the Site; on December 19, 1979 the Department issued TRC a Certificate of Approved Registration and Engineering Design Approval for a ten-year expansion of the Landfill (hereinafter, the "Landfill Approval"); and on March 12, 1981 the Department and TRC executed an Administrative Consent Order (hereinafter, the "1981 Consent Order") providing for the closure of Cell 1 of the Landfill and for the opening and operation of a new Cell 2 of the Landfill (hereinafter, "Cell 2"), upon the terms and subject to the conditions set forth in the 1981 Consent Order and upon the terms and subject to the conditions of the Landfill Approval.

8. The Landfill Approval provided for the disposal in the Landfill of solid waste consisting of sludge from TRC's effluent treatment plant (hereinafter, the "Wastewater Treatment Plant") and certain specified dry non-hazardous chemical wastes, but prohibited TRC from placing any liquid or any hazardous materials in the Landfill.

9. The Department conducted various investigations of the waste disposal practices respecting Cell 2 during 1984, and as a result of such investigations determined that some drums of solid waste being deposited in the Landfill contained liquids and that

many of the drums contained hazardous waste, due in part to excessive amounts of toluene contained in such waste.

10. The parties estimate that approximately 14,000 55 gallon drums containing waste have been deposited in Cell 2. The Company has retained the ENVIRON Corporation, an environmental consulting firm (hereinafter, "ENVIRON"), to examine drums in Cell 2 that are available for examination and to assess the number of drums that are likely to contain liquids and/or significant quantities of toluene absorbed in solids. The results of ENVIRON's study of the drums are attached to this Order as Exhibit A for informational purposes only, and such attachment or reference shall not be deemed as an acceptance or ratification by the Department of the methodology utilized, or the results reached therein.

11. The Department finds that the Company has violated its Landfill Approval, the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the regulations promulgated thereunder by the depositing of liquid and hazardous waste into Cell 2 of the Landfill. The Department finds that the Company has violated the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., and the regulations promulgated thereunder, by accepting waste from outside sources for treatment at the Wastewater Treatment Plant. The Department also finds that the Company violated the 1981 Consent Order, by: 1) failing to fully characterize wastes deposited in Cell 2 and report

said characterizations to the Department as required in paragraph 8 of the Order; 2) failing to characterize new wastes generated by manufacturing process changes and report same to the Department as required in paragraph 9 of the Order; and 3) failing to submit reports to the Department concerning liner integrity as required by paragraph 10 of the Order. Accordingly, the Department has demanded that the Company take remedial action, effectuate organizational restructuring, pay substantial penalties and reimburse the Department for certain costs incurred by the Department.

12. The Company shall take remedial action solely at its own expense, as set forth below, and pay civil penalties to the Department to resolve all charges the Department might bring relating to the depositing of materials in Cell 2 or relating to the acceptance of outside waste into the Wastewater Treatment Plant, but without thereby admitting any violation by the Company, TRC or any of its employees, officers, directors or agents, of any of the statutes or regulations applicable to the operation of Cell 2 or of the Landfill Approval, or of the 1981 Consent Order with respect to Cell 2 or the statutes, regulations, permit and like approvals applicable to the Wastewater Treatment Plant.

13. The Company has retained CECOS, Inc. to prepare a detailed proposal for the removal of all drums from Cell 2. The Company has submitted this proposal to the Department, and the Department has reviewed the proposal and has furnished detailed

comments on the proposal to the Company, and the Company has furnished responses to the various comments of the Department on the proposal.

14. The Department and the Company have reached agreement on the details of the proposal by which such drum removal is to be accomplished, and such details are set forth in the Plan of Removal (hereinafter, the "Removal Plan") that is attached to this Order as Exhibit B and made a part hereof.

15. In addition, the Company has made certain changes in the organizational structure of the Site, so as to improve the awareness of and attention to environmental compliance at the Site.

16. The Company discharges effluent from its Wastewater Treatment Plant into the Atlantic Ocean, offshore of Dover Township, Ocean County, New Jersey under a New Jersey Pollutant Discharge Elimination System (NJPDES) Permit (No. NJ0004120). On June 22, 1981 and July 31, 1984, the Company applied for renewal of its NJPDES permit. On September 7, 1984, the Department issued a draft NJPDES permit for the Company's discharge. The Company has agreed to reduce the toxicity of its effluent to meet the toxicity limit of $LC\ 50 \geq 50\%$ (by volume), using Mysidopsis bahia as the test organism. In the event that the Company fails to meet the above-stated toxicity limit, the Company shall pay penalties as stipulated in paragraph 28.

17. Therefore, based on the information available to the parties, as set forth in paragraphs 9, 10, 11 and 16, as of the effective date of this consent order, and without any admission by the Company of any liability, or of any issues of fact or law, the Department and the Company have agreed to execute this Administrative Consent Order (hereinafter, the "Order").

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED AND AGREED THAT:

18. The Company shall implement, entirely at its own expense, the Removal Plan. Unless otherwise specifically provided herein, or unless otherwise agreed by the parties hereto in writing, the Company or its contractors will begin to implement the Removal Plan within 75 days of the effective date of this Order, weather conditions permitting, and such activities shall be conducted by the Company continuously thereafter without delay in full compliance with the terms of the Removal Plan so as to complete such Removal Plan within the time period specified therein, subject to any of the events or conditions set forth in paragraphs 37 and 38 of this Order.

19. Within five (5) days of the effective date of this Order, the Company shall appoint a Work Coordinator who shall be responsible for overseeing the implementation of this Order and the activities required herein, subject to the supervision and approval

of the Department. If the Company so elects, the Work Coordinator may be the person appointed to be the Director, Environmental Affairs, as described below in paragraph 24 of this Order.

20. The Company shall permit representatives of the Department to inspect and have full access to all activities undertaken in connection with the Removal Plan and to all drawings, books, records and analyses prepared in connection therewith. The Work Coordinator shall furnish the Department with a report of progress being made on the Removal Plan each month, such report to be delivered to Joseph Rogalski, Assistant Director for Enforcement, or his designee, within five (5) days after the end of each calendar month. The report shall include such details and information as the Department may request from time to time to the extent all such details and information are available to the Company or its agents.

21. Within thirty (30) days after the Removal Plan has been completed in accordance with all of the specifications and details for such Removal Plan, as set forth in Exhibit B hereto, the Company shall so certify to the Department. Within thirty (30) days after completion of the Removal Plan, the Company shall submit a final report to the Department. The Department shall notify the Company of any deficiencies within ninety (90) days of receipt of the final report, or shall advise the Company if there are no deficiencies.

22. There is hereby levied upon the Company, and the Company hereby agrees to pay to the Department within thirty (30) days of the effective date of this Order by certified check payable to the Department, a civil penalty in the amount of \$1,450,000.00 representing a penalty for violations pertaining to the operation of Cell 2, for the acceptance of outside waste at the waste water treatment plant, and for the violations of the 1981 Consent Order as described in paragraph 11 of this Order.

23. Within sixty (60) days of the effective date of this Order, the Company shall issue a certified check to the Department in an amount not to exceed \$200,000, which sum shall represent a reimbursement to the Department for : (i) expenses heretofore incurred by the Department in investigating the operations of Cell 2, reviewing the Removal Plan, and other expenses related to the investigation of the violations set forth in this Order; and (ii) expenses to be incurred by the Department in the future in monitoring the implementation of the Removal Plan. Such reimbursement shall include, but shall not be limited to, expenses relating to the chemical analysis of samples taken by the Department. Prior to the issuance of this check, the Department shall provide the Company with a list of all expenses for which it claims reimbursement. If so requested by the Department, the Company shall issue one or more separate checks against the list presented by the Department, but not in an aggregate amount in excess of \$200,000.

24. The Company has commenced a reorganization of its environmental structure at the Site to replace the environmental structure previously in effect at the Site. Pursuant to this reorganization, within ninety (90) days after the effective date of this Order, the Company shall implement the following management restructuring and reassignment of responsibilities at the Site:

(a) As of January 28, 1985, the Company created the position of Director, Environmental Affairs. Such position shall be continued and shall exercise the responsibilities set forth herein. The position shall at all times be filled by an experienced executive, having a background in chemical plant manufacturing operations and in environmental management and compliance.

* (b) The Director, Environmental Affairs shall report directly to the Site's plant manager, and shall have functional accountability to the Corporate Vice President for Safety, Health and Ecology. The Director, Environmental Affairs shall not be accountable to the Director of Production or to any of his subordinates at the Site.

(c) It shall be the responsibility of the Director, Environmental Affairs to manage and direct all waste

treatment and disposal activities and programs for environmental compliance at the Site, to complete all reports under or pursuant to environmental permits or approvals and to take such other steps as are necessary to insure the Site's compliance with applicable environmental rules and regulations. The Director, Environmental Affairs shall not have any responsibilities other than those for managing and directing the environmental programs of the Site and insuring the Site's compliance with applicable rules and regulations with respect to the environment. Notwithstanding the foregoing, the Director, Environmental Affairs shall be eligible to participate in multi-disciplinary task forces and in groups charged with solving overall operating problems and long-term planning issues of the Company, but only for purposes of explaining and passing upon issues with respect to environmental compliance and with respect to personnel and other issues affecting such Director's staff and operations.

- (d) The Director, Environmental Affairs shall have separately assigned to him: (1) a Manager of Waste Disposal Operations, whose responsibilities will include supervision of solid waste disposal activities, operation of the Wastewater Treatment Plant

and wastewater disposal, (2) a Technical Director, whose responsibilities will include supervision of analytical testing and technical issues; (3) a Manager of Regulatory Compliance, whose responsibilities will include obtaining required permits, disseminating relevant information, conducting internal training programs and otherwise endeavoring to assure regulatory compliance; and (4) such other environmental control and regulatory compliance positions as the Director, Environmental Affairs and the Site's plant manager shall deem desirable. Each person appointed to serve in any one of such positions shall report directly to the Director, Environmental Affairs and shall not have other responsibilities at the Site.

- (e) Within (10) days of the effective date of this Order, the Company shall notify the Department of the person appointed as Director, Environmental Affairs. Thereafter, the Company shall notify the Department of any change in the person holding such position within fifteen (15) days after making any such change, together with a statement of the Company's reasons for effecting such change.

(f) For five years from the effective date of this Order, the Site's compliance with all applicable environmental rules, regulations, permits and approvals shall be audited by an independent consulting firm acceptable to the Department. Such audits shall be of a comprehensive nature and shall be conducted not less often than annually. Reports of such audits shall be furnished to the Corporate Vice President of the Company responsible for the Site, the Site's plant manager, the Director, Environmental Affairs, and the Department. Such reports shall not be edited or reviewed by the Company prior to being furnished to the Department.

(g) The reporting relationships among the various persons referred to in this paragraph are as outlined in the organizational chart attached hereto as Exhibit C.

(h) The parties acknowledge that the above described reorganization of the site's environmental structure has been undertaken because of the reliability, expertise, and competence standards imposed on the Company by virtue of the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. and the Regulations promulgated pursuant thereto N.J.A.C. 7:26-1 et seq. The

parties acknowledge that the Company is under a continuing obligation to satisfy these standards, and the Department reserves the right to require the Company to take additional actions to satisfy these standards.

25. The Company shall not deposit any waste into any cell of the Landfill, except for Wastewater Treatment Plant sludge. Both parties recognize that in addition to toxicity reduction measures, some use of carbon may be necessary in the treatment facility in order to meet the bioassay requirements contained in this Order and in the Permit. It is further recognized that the use of such carbon may alter the amount and/or the composition of the Wastewater Treatment Plant's sludge. The Company may continue to deposit in the Landfill Wastewater Treatment Plant sludge, including sludge resulting from the use of carbon, except if such sludge is a hazardous waste as defined by N.J.A.C. 7:26-8.1 et seq. The Company shall discontinue landfilling sludge should the sludge become a hazardous waste as defined by N.J.A.C. 7:26-8.1 et seq. To the extent that the terms of this Consent Order are inconsistent with the terms of the Landfill Approval, this Consent Order shall be controlling.

26. The Company shall not accept outside waste into the Wastewater Treatment Plant without the express written approval of the Department.

27. After April 1988, the Company shall not discharge any effluent from its Wastewater Treatment Plant with a toxicity of LC 50 $<$ 50% (by volume) using mysid shrimp, Mysidopsis bahia, as the test organism. In the event that the Company's discharge fails to meet the toxicity limit of LC 50 \geq 50% (by volume) during any month after April 1988, the Company shall pay stipulated penalties to the Department using the Company's "Compliance Ratio" ("CR"), which shall be defined for that month as that fraction in which the denominator is the actual LC 50 achieved by the Company during that month and the numerator is 50%. For the purpose of this Order the Company shall be deemed to be in compliance with the toxicity limit of LC 50 \geq 50% (by volume), if the arithmetic monthly average of the LC 50 results (at least two LC 50 tests are required per month) are equal to or in excess of 50%, except that the test shall be repeated if the mortality in the control organisms exceeds 15%. All testing under this paragraph will be carried out by a certified laboratory in accordance with the test procedures specified in N.J.A.C. 7:18-6.1 et seq. The Company may elect either flow-through or modified static testing. The results shall indicate both the calculated LC 50 value and the 95% confidence interval, as required by N.J.A.C. 7:18-6.6(y)3.

28. If after April 1988 the arithmetic monthly average of the LC 50 tests is less than 50%, then the Company shall be deemed not to be in compliance, and the Company shall pay stipulated penalties calculated each month in accordance with the following formulae:

For the six-month period beginning:

May 1, 1988:	$(CR-1) \times \$250,000 \div 6$
November 1, 1988:	$(CR-1) \times \$500,000 \div 6$
May 1, 1989:	$(CR-1) \times \$1,000,000 \div 6$
November 1, 1989:	$(CR-1) \times \$2,000,000 \div 6$

29. The penalties set forth in paragraph 28 shall be the sole NJDEP penalties to which the Company shall be subject with respect to any failure to meet any bioassay requirement imposed by this Order with respect to the effluent discharge from the Wastewater Treatment Plant during the five-year period following the effective date of the Consent Order. Nothing herein shall be construed as a waiver of the Department's right to seek any other remedies with respect to the effluent discharge requirement imposed by this order or the NJPDES permit.

30. In the event that the minimum effluent requirement for bioassay testing under the State water quality regulations is reduced below 50%, the Company shall only be bound to the lower figure and the lower figure shall be substituted in the numerator of the formula set forth above. In the event that the Department determines that *Mysidopsis bahia* is an inappropriate test organism

for bioassay requirements in NJPDES permits, the Company shall be relieved from the requirement that it use *mysidopsis bahia* for the purposes of this Order; provided however that in such event the Department may substitute another test organism, and the company's compliance with the toxicity limit of $LC_{50} \geq 50\%$ shall be determined using such substitute organism.

31. As of the effective date of this Order, the Company must meet 85% BOD_5 removal in the effluent discharge from the Wastewater Treatment Plant. The Company's BOD_5 removal shall be measured in accordance with the protocol established in the Permit.

32. The Company hereby waives its right to contest the terms and conditions of its NJPDES permit to the extent that the terms and conditions of such permit are consistent with and covered by the terms and conditions of this Order, provided however that the Company reserves the right to request modification of such NJPDES permit under the applicable provisions of the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq. and the regulations promulgated thereunder.

33. Compliance with the terms of this Order shall not relieve the Company from obtaining and complying with all applicable federal and State permits or with the provisions of applicable statutes and regulations while carrying out the obligations imposed by this Order. The execution of this Order shall not

preclude the Department from requiring the Company to obtain and comply with any permit properly issued by the Department under the authority of the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., and the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., for the matters covered herein. The terms and conditions of any such permit shall not be pre-empted by the terms and conditions of this Order even if the terms and conditions of any such permit are more stringent than the terms and conditions of this Order. Should any future measures taken by the Company during the remediation of groundwater and surfacewater pollution result in a new or modified discharge as defined in the NJPDES regulations, N.J.A.C. 7:14A-1 et seq., then the Company shall obtain a NJDPES permit modification from the Department prior to commencement of said activity.

34. Within thirty (30) days after the effective date of this Order the Company shall obtain and provide to the Department an irrevocable letter of credit in the amount of \$5 million to secure performance of the Company's obligations under paragraph 18 of this Order, to wit, the implementation of the Removal Plan. The letter of credit shall be in a form substantially similar to exhibit D of this Order. The Company shall maintain the letter of credit for 90 days following the completion of performance of its obligations under paragraph 18 of this Order. If the Company fails to perform any of its obligations under paragraph 18 of this Order, the Department shall have the right to draw upon the letter of credit, to the extent necessary to complete the performance of the

outstanding paragraph 18 obligations. However, before the Department may draw upon the letter of credit, the Department shall notify the Company in writing of the obligation(s) which the Company has allegedly failed to perform. The Company shall have twenty (20) calendar days from the date of receipt of such notice to perform such obligations or to resolve the dispute to the Department's satisfaction.

35. The Company may apply to the Department for modification of this Order whenever changed conditions dictate or reasonably indicate that any of the terms hereof should be modified.

36. Nothing contained in this Order or in any of the statements made by the Company to the Department, or by the Department to the Company, in connection with the negotiation or execution of this Order shall be deemed to constitute an admission by the Company or the Department of any fact or conclusion of law or to constitute a waiver of any defense or other position the Company or the Department may take with respect to any of the matters referred to herein, or otherwise be used as probative of any fact in any proceeding of a civil or criminal nature; provided, however, that nothing in this paragraph shall relieve the Company of its obligation of full compliance with all of the terms and conditions set forth herein.

37. If any event occurs that purportedly causes or may cause delays in the achievement of any deadline contained in this Order, the Company shall notify the Department in writing within ten (10) days of the delay or anticipated delay, as appropriate, describing the anticipated length, precise cause or causes, measures taken or to be taken and the time required to minimize the delay. The Company shall adopt all necessary measures to prevent or minimize delay. Failure to comply with the notice requirements of this paragraph shall render this Force Majeure provision void and of no effect as to the particular incident involved.

38. If any delay or anticipated delay has been or will be caused by fire, flood, riot, strike, the interruption of necessary services provided by a third party through no fault of the Company, or other circumstances alleged to be beyond the control of the Company, then the time for performance hereunder shall be extended by the Department for a period no longer than the delay resulting from such circumstances, provided that the Department may grant additional extensions for good cause shown. If the events causing such delay are not found to be beyond the control of the Company, failure to comply with the provisions of this Order shall constitute a breach of the Order's requirements. The burden of proving that any delay is caused by circumstances beyond the Company's control and the length of such delay attributable to those circumstances shall rest with the Company. Increases in the costs or expenses incurred in fulfilling the requirements contained

herein shall not be a basis for an extension of time. Similarly, delay in completing an interim requirement shall not automatically justify or excuse delay in the attainment of subsequent requirement.

39. None of the obligations imposed by this Order are intended to constitute an obligation that could be limited or discharged in a bankruptcy proceeding. All obligations imposed by this Order shall constitute continuing regulatory obligations imposed pursuant to the police powers of the State of New Jersey, intended to protect the public health, safety and welfare.

40. The provisions of this Order shall be binding upon the Company and its independent agents, successors, assigns, and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity.

41. Any notice or report to be given by one party to the other shall be deemed to have been duly delivered hereunder if sent by first class mail on or prior to the date due addressed as follows:

If to the Department, to:

Joseph Rogalski,
Assistant Director For
Enforcement
Division of Waste Mgt.
120 Rt. 156
Yardville, N.J. 08620

If to the Company, to:

CIBA-GEIGY Corporation
Toms River, New Jersey
Attention: Director,
Environmental Affairs

42. The parties agree that the Administrative Consent Order of March 12, 1981, between the Company and the Department, shall survive the signing of this Order and shall continue in full force and effect, except as to any provisions of such earlier order that are inconsistent with this Order.

43. This Order shall take effect upon the signature of the parties.

RESERVATION OF RIGHTS


This Order shall be fully enforceable in the New Jersey Superior Court upon the filing of a summary action for compliance pursuant to N.J.S.A. 13:1D-1, et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq., and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq. This Order may be enforced in the same manner as an Administrative Order issued by the Department pursuant to these same statutory authorities and shall not preclude the Department from taking whatever action it deems appropriate to enforce the environmental protection laws of the State of New Jersey in any manner not inconsistent with the terms of this Order; provided, however, that upon the Company's payment of the civil penalties referred to in paragraph 22 and the expenses referred to in paragraph 23, and upon the complete performance of the Removal

Plan, the Department shall not seek any other penalties from the Company with respect to any of the matters referred to in paragraphs 9 through 11 of this Order. It is understood that this order shall resolve all charges the Department might bring based upon information available to the Department as of the effective date of this order, relating to the depositing of materials in Cell 2 or relating to the acceptance of outside waste into the waste water treatment plant, as set forth in paragraphs 9 through 11 of this Order, except as provided by paragraph 24(h). No other matters are intended to be resolved by the signing of this Order. It is understood that this Order shall in no way be deemed to settle any matters insofar as they might result in the criminal liability of the Company or any of its past or present employees or officers. It is hereby acknowledged that the New Jersey Division of Criminal Justice is not a party to this document and is not bound in any way by the provisions herein.

Date: April 25, 1985

By:

CIBA-GEIGY CORPORATION


Dr. Otto Sturzenegger
Chairman of the Board &
Chief Executive Officer

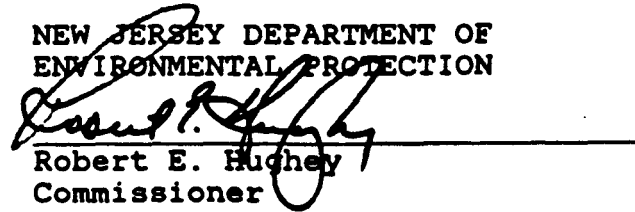
Date: April 25, 1985

Witness:


Assistant Corporate Secretary

Date: April 25, 1985

By:

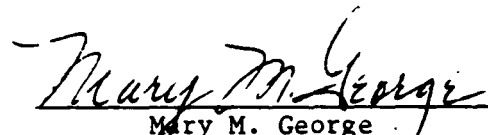
NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Robert E. Hughey
Commissioner

C E R T I F I C A T E

I, Mary M. George, an Assistant Secretary of CIBA-GEIGY Corporation, a New York corporation, DO HEREBY CERTIFY that at a meeting of the Executive Committee of the Board of Directors of said Corporation duly held at the offices of said Corporation on Saw Mill River Road, Ardsley, New York, on April 22, 1985, during which meeting a quorum was present and acting throughout, the following resolution was unanimously adopted and is now in full force and effect, and is in conformity with the provisions of the Certificate of Incorporation and the By-Laws of said Corporation:

RESOLVED that the Chairman of the Board be, and he hereby is, authorized and directed to execute, for and on behalf of this Corporation, an Administrative Consent Order between the State of New Jersey Department of Environmental Protection and CIBA-GEIGY Corporation, substantially in the form of a draft thereof, a copy of which is annexed to the minutes hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this twenty-third day of April, 1985.



Mary M. George
Assistant Secretary